

RECEIVED
CENTRAL FAX CENTER

PATENT

Docket No.: IRDM.029CPCDCP

DEC 17 2004

CUSTOMER NO. 20995

Applicant : Sampsell, et al.
U.S. App. No. : 10/644,312
Filed : August 19, 2003
Group Art Unit : 2673
For : SEPARABLE MODULATOR
Examiner : Unknown

CERTIFICATE OF FAX TRANSMISSION

I hereby certify that this correspondence and all marked attachments are being transmitted via facsimile to the USPTO Central Fax No. (703) 872-9306 on the date shown below:

December 17, 2004


Mark M. Abumeri Reg. No. 43,458

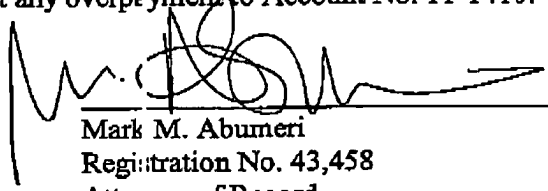
TRANSMITTAL LETTER

Commissioner for Patents
PO Box 1450
Alexandria, VA 22313-1450

Dear Sir:

Enclosed for filing please find:

- (X) Establishment of Right of Assignee to Take Action and Revocation and Power of Attorney (2 pages).
- (X) A first assignment executed by Jeffrey Brian Sampsell, Mark W. Miles, Clarence Chui and Manish Kothari on August 14, 2003 (2 pages)
- (X) A second assignment executed by Iridigm Display Corporation to IDC, LLC on October 1, 2004 (5 pages).
- (X) The Commissioner is hereby authorized to charge any additional fees which may be required, now or in the future, or credit any overpayment to Account No. 11-1410.


Mark M. Abumeri
Registration No. 43,458
Attorney of Record
Customer No. 20,995
(615) 235-8550

S:\DOCS\MMA\MMA-9334.DOC\vc\121604

BEST AVAILABLE COPY

RECEIVED
CENTRAL FAX CENTER

DEC 17 2004

IRDM.029CPCDCP

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant	:	Jeffrey Sampsell, et al.)
)
U.S. App. No. :		10/644,312)
)
Group Art Unit:		2673)
)
Filed	:	August 19, 2003)
)
For	:	SEPARABLE MODULATOR)
)
Examiner	:	Unknown)

ESTABLISHMENT OF RIGHT OF ASSIGNEE TO TAKE ACTION
AND
REVOCATION AND POWER OF ATTORNEY

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Dear Sir:

The undersigned is empowered to act on behalf of the assignee below (the "Assignee"). A true copy of the original assignment(s) and/or merger document(s) (hereinafter collectively the "Assignment") of the above-captioned application from the inventor(s) to the Assignee is attached hereto. This Assignment represents the entire chain of title of this invention from the Inventor(s) to the Assignee.

I declare that all statements made herein are true, and that all statements made upon information and belief are believed to be true, and further, that these statements were made with the knowledge that willful, false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and that willful, false statements may jeopardize the validity of the application, or any patent issuing thereon.

The undersigned hereby revokes any previous powers of attorney in the subject application, and hereby appoints the registrants of Knobbe, Martens, Olson & Bear, LLP, 2040

U.S. App. No. : 10/644,312
Filed : August 19, 2003

Main Street, Fourteenth Floor, Irvine, California 92614, Telephone (949) 760-0404, **Customer No. 20,995**, as its attorneys with full power of substitut on and revocation to prosecute this application and to transact all business in the U.S. Patent and Trademark Office connected herewith. This appointment is to be to the exclusion of the inventor(s) and his attorney(s) in accordance with the provisions of 37 C.F.R. § 3.71.

Please use **Customer No. 20,995** for all communications.

IDC, LLC

Dated: November 22, 2004

By: 

Name: ALFRED P. HILDEBRAND

Title: PRESIDENT

Address: 2415 Third Street, Suite 235
San Francisco, CA 94107

S:\DOCS\MMA\MMA-9034.DOC\ves\101304

PATENT APPLICATION
Attorney Do. No. 5093-002

ASSIGNMENT

Assignor: Jeffrey Brian Sampsell
Address: 1310 Minnesota Street, #204
San Francisco, California 94107

Assignor: Mark W. Miles
Address: Bldg. 43 Fort Mason
San Francisco, CA 94123

Assignor: Clarence Chui
Address: 1954 Los Altos Drive
San Mateo, California 94402

Assignor: Manish Kothari
Address: 811 Mediterranean Lane
Redwood City, California 94065

Assignee: Iridigm Display Corporation
2415 3rd St., Suite 235
San Francisco, California 94107

**Title of
Invention:** SEPARABLE MODULATOR

U.S. Patent Application:

Application Serial No.:
Filing Date:

For good and valuable consideration, the receipt of which is hereby acknowledged, the above-named Assignor hereby sells, assigns and transfers to Assignee, the full and exclusive right, title and interest in and to the above-identified invention, patent application and patent rights throughout the world, including foreign patent priority rights; said invention, application and letters patent in this or any foreign country, and all divisions, continuations, reissues, non-provisionals and extensions thereof, to be held and enjoyed by Assignee, for its own use and benefit, and for its successors and assigns to the full end of the term for which letters patent may be granted in this or any foreign country, as fully and entirely as the same would have been held by Assignor had this assignment and sale not been made, and covenant that Assignor has full right so to do, and agree that Assignor will communicate to Assignee, or its successors and assigns, any facts known to Assignor respecting said invention, and testify in any legal

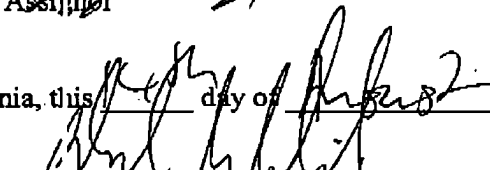
proceeding, sign all lawful papers, execute all divisional, continuing, non-provisional and reissue applications, make all rightful oaths, and do everything possible to aid Assignee, its successors and assigns to obtain and enforce proper patent protection for said invention in this or any foreign country.

In the event that the patent application filing date or serial number is not known at the time this document is executed, Assignor hereby grants permission to the attorneys of record in the patent application to fill in the filing date and/or serial number above, and to record this assignment after such information is added.

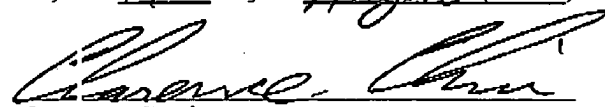
2003. Executed at SAN FRANCISCO, California, this 14TH day of AUGUST,


Jeffrey B. Sampsell
Assignor

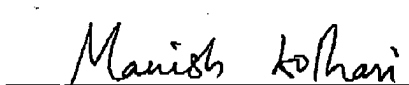
2003. Executed at San Francisco, California, this 14th day of August,


Mark W. Miles
Assignor

2003. Executed at San Francisco, California, this 14th day of August,


Clarence Chui
Assignor

2003. Executed at San Francisco, California, this 14th day of August,


Manish Kothari
Assignor

PATENT ASSIGNMENT

This PATENT ASSIGNMENT (the "Assignment") dated October 1, 2004 (the "Effective Date") is made by IRIDIGM DISPLAY CORPORATION, a Delaware corporation (the "Assignor") to IDC, LLC, a Delaware limited liability company (the "Assignee").

INTRODUCTION

The Assignor has certain ownership interests in the patents and patent applications listed on Exhibit A.

The parties desire to have a recordable instrument assigning from the Assignor to the Assignee all of the Assignor's ownership interests in and to the patents and patent applications listed on Exhibit A and any and all provisionals, continuations, divisions, continuation-in-parts, reissues, reexaminations, extensions, substitutions, and foreign counterparts thereof, including all United States and foreign patents issuing therefrom, and with respect to all European Patent Convention patents and patent applications, including corresponding rights in national patents in any member state in which the European Patent, when granted, is nationalized (all of the foregoing, collectively, the "Patents").

AGREEMENT

NOW, THEREFORE, in accordance with the obligations to assign the Patents and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor agrees to the foregoing and as follows:

1. The Assignor does and will sell, assign and transfer to Assignee, the Assignor's entire ownership interest in and to each of the Patents, including, without limitation, the rights to file foreign applications directly in the name of the Assignee and to claim for any such foreign applications any priority rights to which such applications are entitled under international conventions, treaties, or otherwise.
2. The Assignor agrees that, upon request and without further compensation, and at the expense of the Assignor, the Assignor and the Assignor's legal representatives and assigns will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing, or enforcing each of the Patents in the United States and throughout the world, and for perfecting, recording, or maintaining the title of Assignee, and Assignee's successors and assigns, in and to each of the Patents in the United States and throughout the world. In the event that Assignor is unable for any reason to secure an Assignor's signature to any document that may be necessary or desirable for obtaining, sustaining, reissuing, or enforcing each of the Patents in the United States and throughout the world, or for perfecting, recording, or maintaining the title of Assignee, and Assignee's successors and assigns, in and to each of the Patents in the United States and throughout the world, the Assignor hereby irrevocably designates and appoints Assignee and Assignee's duly authorized officers and agents as the Assignor's agents and attorneys-in-fact to act for and on the

Assignor's behalf and instead of the Assignor to execute such document, all with the same legal force and effect as if executed by the Assignor.

3. The Assignor authorizes and requests the Assistant Commissioner for Patents of the United States and the various counterparts thereof throughout the world to issue and/or grant any Letters Patent granted for each of the Patents to Assignee, its successors and assigns, as the assignee of the entire interest in such Patents.

IRIDIGM DISPLAY CORPORATION

By: _____

Name: _____

Title: _____

[Signature]

JOHN BATES

CHIEF OPERATING OFFICER

**This Page is Inserted by IFW Indexing and Scanning
Operations and is not part of the Official Record**

BEST AVAILABLE IMAGES

Defective images within this document are accurate representations of the original documents submitted by the applicant.

Defects in the images include but are not limited to the items checked:

- ☐ BLACK BORDERS
- ☐ IMAGE CUT OFF AT TOP, BOTTOM OR SIDES
- ☐ FADED TEXT OR DRAWING
- ☐ BLURRED OR ILLEGIBLE TEXT OR DRAWING
- ☐ SKEWED/SLANTED IMAGES
- ☐ COLOR OR BLACK AND WHITE PHOTOGRAPHS
- ☐ GRAY SCALE DOCUMENTS
- ☒ LINES OR MARKS ON ORIGINAL DOCUMENT
- ☐ REFERENCE(S) OR EXHIBIT(S) SUBMITTED ARE POOR QUALITY
- ☐ OTHER: _____

IMAGES ARE BEST AVAILABLE COPY.

As rescanning these documents will not correct the image problems checked, please do not report these problems to the IFW Image Problem Mailbox.